

RESTRICTIVE COVENANT

2003

Whereas, Jesus & Karen Roma

NAME(S)

(ENTITY)

hereinafter "OWNER" is (are) the owner(s) of real property situated at 1225/1227 First St. Key West legally described as follows:

ADDRESS

Sunshine Sub Plat No 3
PB2-169 LT 1 Blk 1

Doc# 1544016 09/30/2005 12:13PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

RE# 00051410.000000

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Bk# 2154 Pg# 2285

Whereas, the City of Key West, hereinafter "CITY" distributes building permits for housing units which are allocated to it by the State of Florida; and

WHEREAS, the OWNER desires to build 1 affordable housing unit(s) on the above described property of designate already constructed unit(s) on the above described property as affordable; and

WHEREAS, the building permits available from CITY are for housing units designated as "affordable" and "affordable, low income" by the CITY under its Affordable Housing Regulations;

NOW, THEREFORE, the OWNER agrees to the following:

1. The permits for the units will be awarded from the CITY'S X AFFORDABLE _____ AFFORDABLE, LOW INCOME permit allocation specifically for 1225 FIRST ST. Key West.
Designate Specific Unit / Location
2. The housing built or designated affordable as a result of this award shall be restricted in its rental and sale prices, as well as by the income limitations on tenants and ownership, by the restrictions in the CITY'S Affordable Housing Regulations as defined in the Land Development Regulations of the City of Key West, including but not limited to Section 122-1466 as it is currently written or as it is amended or codified.
3. The execution and filing of this document in the public records of Monroe County creates no rights in the OWNER to the permits and units herein described. All other codes, ordinances, and regulations of the CITY must be adhered to within the required time frames to obtain a Certificate of Occupancy for the above units(s).

The above restrictions shall be a restrictive covenant, which shall run with the land and remain in full force and effect for a period of 30 years from the date of this deed of restrictions unless renewed or rescinded by the CITY. In the event of a violation or breach of these restrictions, CITY and any person aggrieved by a violation or breach shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach.

Made and executed on the 9th day of July, 2003

Peggy Marshall
Witness

[Signature]
Signature of Owner

Witness

JESUS G Romo
Print Name (Title)

Janet C. Musburg
Witness

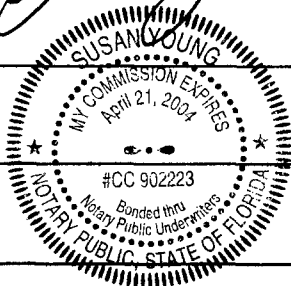
Karen W Romo
Signature of Owner

Witness

Karen W. Romo
Print Name (Title)

Subscribed and sworn to (or affirmed) before me on July 9, 2003 (date) by
Jesus + Karen Romo (name). He/She is personally known to me or has
presented _____ as
identification.

[Signature]
Notary's Signature and Seal



Name of Acknowledger typed, printed or stamped

Title or Rank

Commission Number, if any

FILED
JUL 9 2003